

EXHIBIT B

Engagement Letters

BakerHostetler

Baker & Hostetler LLP

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127 Public Square, Suite 2000
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T 216.621.0200
F 216.696.0740
www.bakerlaw.com

Albert T. Adams
direct dial: 216.861.7499
AAdams@bakerlaw.com

August 8, 2019

VIA EMAIL

Lordstown Motors Corp.
Attention: Stephen S. Burns, CEO

Dear Steve:

Thank you for selecting Baker & Hostetler LLP to represent you in connection with the possible acquisition of the Lordstown facility currently owned by General Motors LLC (the "Facility"). We look forward to serving your needs in this matter.

The purpose of this letter is to confirm our engagement as counsel and to provide you with certain information about our fees, billing and collection policies, and other terms that will govern our relationship. We believe it is helpful to explain to our clients the nature and terms of our representation at the beginning of our relationship. Accordingly, we have attached to this letter our firm's Standard Terms of Engagement.

You have asked us to perform all services and functions necessary in connection with the possible acquisition of the Facility other than those being done by or at the direction of Tom Canepa. You have not asked us to perform any other services or functions or assume any other responsibilities.

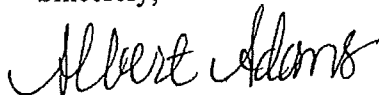
Our professional fees for legal services will be determined by the amount of time our attorneys and other personnel spend performing services on your behalf and their applicable hourly rates. Our attorneys' current hourly rates vary depending upon the experience and expertise of the attorney providing the service and the type of work being handled. In addition to fees for our professional services, there may be charges for other costs and expenses which we incur in performing services on your behalf. You have also agreed to pay us concurrently with the closing of the acquisition of the Facility a success fee equal to 100% of our professional fees for legal services in connection with this engagement.

Lordstown Motors Corp.
Attention: Stephen S. Burns, CEO
August 8, 2019
Page 2

If the terms described above and in the attached terms of engagement are acceptable to you, please sign below and return it to us.

Thank you for this opportunity.

Sincerely,



Albert T. Adams
Partner

Attachment

ACCEPTED AND AGREED TO:

LORDSTOWN MOTORS CORP.

DocuSigned by:



By: Stephen S. Burns, CEO

9/11/2019

Date

BakerHostetler

December 8, 2020

VIA EMAIL

Stephen Burns (Steve.burns@lordstownmotors.com)
John LeFleur (John.lafleur@lordstownmotors.com)
Darren Post (darren.post@lordstownmotors.com)
Phil Richard Schmidt (Rich.schmidt@lordstownmotors.com)
Roger J. Durre (joe.durre@lordstownmotors.com)
Hong Xin Huan (george.huan@lordstownmotors.com)
Lordstown Motors Corp. (c/o tom.canepa@lordstownmotors.com)
2300 Hallock Young Road
Lordstown, Ohio 44481

Re: Engagement of Counsel: Case No.: **8:20-CV-02104-JVS-DFM**

Dear Mr. Burns, Mr. LeFleur, Mr. Post, Mr. Schmidt, Mr. Durre, Mr. Xin Huan:

Thank you for selecting Baker & Hostetler LLP to represent Lordstown Motors Corp. (the “Company”), as well as you, individually, in the above-captioned lawsuit (together you and the Company are referred to herein as “Clients” unless otherwise stated). We look forward to serving the Clients’ needs and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as counsel and to provide the Clients certain information about our fees, billing and collection policies, and other terms that will govern our relationship. We believe it is helpful to explain to our clients the nature and terms of our representation at the beginning of our relationship. Accordingly, we have attached to this letter our firm’s Standard Terms of Engagement.

Scope of the Engagement. On behalf of the Company and yourself, you have asked and authorized us to defend you all from the litigation filed against you by Karma Automotive in the United States District Court for the Central District of California (the “Lawsuit”). We represent the Company in a variety of matters. We also represent Stephen Burns in connection with personal matters. The Clients, other than the Company and Mr. Burns, have not asked us to perform any other services or functions or assume any other responsibilities.

Lordstown Motors Corp.
Stephen S. Burns
John LeFleur
Darren Post
Phil Richard Schmidt
Roger J. Durre
December 8, 2020
Page 2

Conflict of Interest Review. For the purpose of checking whether there exists any conflict of interest with respect to this engagement, we have searched our conflict of interest database under the following:

Lordstown Motors Corp. (client)
Steve Burns (client)
John LeFleur (client)
Darren Post (client)
Phil Richard Schmidt (client)
Roger J. Durre (client)
Hong Xin Huan (client)
Karma Automotive LLC (adverse)

We will assume that the above listing is accurate and complete unless the Clients otherwise advise us. We also request that the Clients notify us promptly if any additional searches are required due to any change in their circumstances.

Professional Services and Fees. Our professional fees for legal services will be determined primarily by the amount of time our attorneys and other personnel spend performing services on behalf of the Clients and their applicable hourly rates. Our attorneys' hourly rates vary depending upon the experience and expertise of the attorney providing the service and the type of work being handled. Where possible, we will use associates, who bill at lower hourly rates, to work on the case under our partners' supervision. In addition to fees for our professional services, there may be charges for other costs and expenses which we incur in performing services on the Clients' behalf.

It is our understanding that the Company has agreed to pay the attorneys' fees and expenses incurred by Baker & Hostetler LLP's representation of you in connection with the Lawsuit. By signing below, you are evidencing your consent to the arrangement whereby the Company pays all of the firm's fees and expenses incurred in connection with the Lawsuit. Even though the Company has agreed to pay the firm's fees and expenses in our representation of you, our clients in the Lawsuit will be you and the other Clients equally. Therefore, in representing you and the other Clients, we will be exercising our professional judgment with regard to the interests or motives of your and other Clients equally and will not allow the Company to direct or regulate our professional judgment in rendering legal services to you.

Joint Representation. Since Baker & Hostetler LLP will be jointly representing all of you, each of you must understand that the representation of more than one party in connection with the

Lordstown Motors Corp.
Stephen S. Burns
John LeFleur
Darren Post
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Roger J. Durre
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Page 3

Lawsuit by a single law firm has the potential to give rise to a conflict of interest. Based upon the facts, as you have explained them to us, each of you are not presently adverse to each other with respect to the Lawsuit, your interests are similar, and the risk of adverse effects from the multiple representation is relatively minimal.

However, our strategies and tactics with respect to the Lawsuit, and different actions we take in connection therewith, may very well have differing impacts and consequences upon each of you depending upon your particular circumstances in some cases proving to beneficial to one or more of you while at the same time being detrimental to the others.

Our firm endeavors to act in the best interests of all of our clients, and hence has to consider the effect on all of them before acting. However, you are entitled to retain independent counsel with respect to the Lawsuit, and your independent counsel will be free to adopt and advocate positions and otherwise act in a manner that would be in your individual best interests, without regard to the impact, detrimental or otherwise, on the others. Of course, under those circumstances, you will be responsible for all attorneys' fees and expenses of your independent counsel.

Additionally, there is always the possibility that, at some time in the future, the position of one or more of you with respect to the Lawsuit could become adverse to one or more of you. Should you or Baker & Hostetler LLP conclude that your interests are adverse to any other Client's interests, we will promptly notify you, and you agree to do the same. Should such a conflict develop, you agree that Baker & Hostetler LLP, in its sole discretion, may continue to represent other Clients and you will not contest Baker & Hostetler's ability to do so. Further, should the adverse Clients actually litigate a claim against each other in a lawsuit, it is possible that the judge may find that the attorney-client privilege would not apply to communications between Baker & Hostetler LLP and any of the adverse Clients with respect to the Lawsuit, and hence rule that such communications could be admitted into evidence in such a lawsuit.

It is our understanding that, after considering these factors, each of you have elected to obtain the efficiencies and economies inherent in representation by a single law firm in connection with the Lawsuit. We have reviewed the facts and circumstances, as you have related them to us, and have concluded that Baker & Hostetler LLP's representation of each of you with respect to the Lawsuit will not adversely affect its representation of the others. We, therefore, request each of you to execute this letter. By doing so, each of you agree to waive any conflicts of interest, and agree to Baker & Hostetler LLP's representation of each of you with respect to the Lawsuit in accordance with the terms and conditions of this letter.

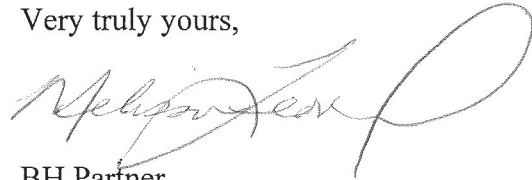
Lordstown Motors Corp.
Stephen S. Burns
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Roger J. Durre
December 8, 2020
Page 4

However, we need for each of you to waive any conflicts of interest, and to agree to Baker & Hostetler LLP's representation of each of you with respect to the Lawsuit. Each of you have the right to have separate counsel review this letter and represent each of you in connection with the waivers described herein.

Acceptance of Engagement. If the terms described above and in the attached Standard Terms of Engagement are acceptable to each Client, please sign the enclosed copy and return it at your earliest opportunity.

We look forward to working with you.

Very truly yours,



BH Partner
For BAKER & HOSTETLER, LLP

Attachments: Standard Terms of Engagement

ACCEPTED AND AGREED TO:

Lordstown Motors Corp.

DocuSigned by:

Thomas V. Canepa

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Thomas V. Canepa, General Counsel
and Secretary

DocuSigned by:

Stephen Burns

B361E0CE86DF47B...

Stephen S. Burns

DocuSigned by:

John LeFleur

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John LeFleur

DocuSigned by:

Darren Post

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Darren Post

DocuSigned by:

Phil Richard Schmidt

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Phil Richard Schmidt

DocuSigned by:

Roger J. Durre

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Roger J. Durre

DocuSigned by:

Hong Xin Huan

23A666EB9A2C4D9...

Hong Xin Huan

STANDARD TERMS OF ENGAGEMENT

Introduction

The purpose of this document is to explain our relationship with you, our billing practices, our obligations to you, and your obligations to us in the belief that our relationship will benefit from a mutual understanding of these matters at the beginning of our relationship. We urge you to call us anytime you have a question relating to any of these matters. We strive to have satisfied clients and your satisfaction is very important to us.

Your agreement to this engagement constitutes your acceptance of the following terms and conditions. If you find any of these terms and conditions unacceptable, please tell us now so that we can try to resolve any differences and proceed on a mutually satisfactory basis.

Our Relationship

Our engagement and the legal services we will provide are limited to the matter described in the accompanying letter. Any change in our engagement or the legal services we are to provide to you must be mutually approved in writing. The services we provide are strictly legal services; we do not provide business, personal, financial, investment, accounting or other services. You will provide us with the factual information and materials we need to perform the legal services identified in the accompanying letter, and we will perform the necessary legal services and give you the necessary legal advice. You will make all business, personal, financial, investment, or accounting decisions that are required, including in the case of litigation, the decision whether or not to settle the case. You will not rely on us for business, personal, financial, investment, or accounting advice and will not expect us to investigate the character or credit of persons or entities with whom you are dealing, unless we have expressly agreed to do so in the accompanying letter.

Confidentiality and Other Matters

As your attorneys, we owe you duties of confidentiality, loyalty, and competent and zealous representation. We are required to preserve your confidences and secrets. This obligation and the attorney-client communication privilege exist in order to facilitate and encourage candid communication between a client and his or her attorney. We can adequately represent you and give you sound legal advice only if you make us aware of all information and documents that might be relevant to the matter we are undertaking for you. Accordingly, we urge you to communicate with us fully and without reservation so that we can properly perform legal services for you and give you legal advice with respect to the matter on which you have engaged us.

You should understand, however, that in those matters where we are representing a corporation or other legal entity, our attorney-client relationship is with that specific corporation or legal entity and not with its individual officers, directors, executives, employees, shareholders, partners, or other persons in similar positions, or with its parent, subsidiary, or affiliated corporations or persons. In such cases, our professional duties are owed only to the corporation or legal entity that we have agreed to represent, and you will not assert a conflict of interest because we represent other persons, corporations, or entities that are adverse to any of such related persons, corporations, or other legal entities. In some situations where there is no conflict of interest, we

may represent individual officers, directors, executives, or employees, or parent, subsidiary, or affiliated corporations of a corporation or other legal entity as well as the corporation or other legal entity but such multiple representations will be clearly stated in the accompanying letter.

Professional Fees

In determining the professional fee for our legal services we are generally guided primarily by the amount of time devoted to your matter and the hourly rates of the attorneys performing the services, although we offer other fee arrangements in appropriate situations. If another fee arrangement has been mutually agreed to for your work, it will be set forth in the accompanying letter.

We may also consider other factors, as appropriate, including: the novelty and difficulty of the legal issues involved; the legal skill required to do the work; the fee customarily charged by comparable law firms for similar legal services; the importance of the work to you or the amount of money involved or at risk and the results obtained; any time constraints imposed by you or the circumstances; and the nature and length of our professional relationship with you.

The hourly rate assigned to each attorney reflects his or her ability, experience, reputation, market rates in each location for his or her area of practice, the firm's costs, and other factors deemed appropriate by the firm. Our hourly rates are subject to review and adjustment from time to time, at least annually, based on the foregoing factors. Any changes in hourly rates are usually applied prospectively, although they may also be applied to time that has been recorded but not yet billed. We will provide you with notice of any changes to our rates or expense charges, either through correspondence or invoices indicating the rates then in effect. Our attorneys and other personnel will record time spent on your behalf in quarter-hour increments unless otherwise agreed between you and us.

We will seek to perform your work cost efficiently. This does not mean, however, that we will necessarily assign an attorney with the lowest hourly rate. When selecting attorneys to perform legal services required by your engagement, we generally consider the skill, ability, and experience levels required for the work, prior commitments of our attorneys, and the time demands of your matter and other matters, as well as the hourly rates of our attorneys, unless you request otherwise. Under some circumstances, attorneys with higher hourly rates may be assigned in order to provide specialized legal skills, to complete the matter more quickly, to meet time constraints imposed by you or the circumstances, to seek to perform the work at a lower overall professional fee, or because of attorney workloads.

At times we may use temporary personnel with appropriate credentials to complete certain work under our supervision. We will charge you for the time of these individuals at rates established by us based on their experience and expertise the same as we do for our direct employees.

We generally charge for travel time during normal business hours at our applicable hourly rates. Outside normal business hours we charge one-half our applicable hourly rates unless the attorney or other person is able to work while traveling. If the attorney or other person works on your behalf while traveling, you will be charged our applicable hourly rates regardless of the time

of travel. If the attorney or other person works on other clients' matters while traveling, you will not be charged for time during which the attorney or other person worked for other clients.

Taxes

The fees for services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to our services. When we have the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be included on our statements with other expenses and charges unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. Any payments by you to us will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes that are otherwise imposed on payments to us will be your sole responsibility. You may be asked to provide us with official receipts issued by the appropriate taxing authority or such other evidence to establish that such taxes have been paid.

Expenses and Other Charges

In addition to fees for our professional services, our statements will include out-of-pocket expenses we incur (e.g., filing fees, court reporter fees, expert witness fees, overnight courier fees, travel, and postage) and internal charges we make for other services we provide (e.g., copying, computerized legal research, long distance telephone, and faxes) in connection with performing legal services on your behalf. Out-of-pocket expenses incurred will be billed at our cost, which in some cases may be estimated. Internal charges (which may exceed direct costs and allocated overhead expense) will be billed at amounts that reflect the value of the service or industry practice. Further detail regarding any expenses or other charges will be furnished upon request. We may request an advance expense deposit from you in matters where we expect that we will be required to incur substantial out-of-pocket costs on your behalf.

Travel Expenses. For automobile travel, we customarily reimburse our attorneys and other personnel and charge you the Internal Revenue Service approved mileage rate, plus parking and tolls outside the cities in which our offices are located.

Actual cost is always charged for airfare, auto rental, cab fare, meals, and lodging. Our attorneys and other personnel are required to travel coach class, lowest logical airfare, unless you request or approve other arrangements in advance, the air travel time exceeds four hours, or circumstances warrant otherwise. In the latter two cases, travel will be by business class if available or first class if it is not.

Delivery and Communications Expenses. Postage on mail in excess of two ounces per item is billed at cost.

Air express, outside local messenger services and courier services are billed at cost. Use of our own messengers for local deliveries is charged at rates generally competitive with local messenger services.

Long-distance telephone calls are charged at costs estimated using rate tables provided by our primary vendors. Local mobile phone calls to or from clients are billed at cost, exclusive of phone rental and lease costs, which are absorbed by the caller.

Computerized Research and Database Charges. We utilize Lexis-Nexis and Westlaw to provide primary automated research services that assist in reducing your professional fees. In addition, we have access to other internal and external databases, which help to save money and assist in improving the quality of legal research. Our charges for use of these automated research tools are at vendor invoice, which is net of all discounts provided by the vendors.

Photocopying and Fax Charges. Copying is charged at \$.10 per page for black & white and \$.50 for color. Outgoing faxes are charged at \$1.00 per page within the United States and \$2.50 per page internationally. There is no charge for incoming faxes or for long distance phone charges associated with fax transmission.

Invoices and Payments

Unless otherwise mutually agreed, we generally render monthly invoices for legal services, expenses and other charges. Our invoices are due and payable upon receipt. Payment is considered overdue if not received within 30 days from the invoice date. If our invoices are not timely paid, we may withdraw from your representation and terminate our services. We may also assess interest at the statutory rate on any overdue invoices, whether or not we terminate services. Payments made on overdue invoices are applied first to the oldest outstanding invoice.

If you have any question about any invoice or any fee, expense, or other charge, we urge you to discuss it with us. We want you to be satisfied with the quality of our services and the reasonableness of our fees.

Termination

Unless we have mutually agreed to continue our attorney-client relationship with respect to other matters, our attorney-client relationship with you will end upon the completion of services for the matter to which the accompanying letter applies or upon the earlier termination of our engagement by you or by us. In this regard, you have the right to terminate our attorney-client relationship at any time you wish with or without cause. An early termination of our relationship without cause will not, and an early termination of our relationship with cause may not, relieve you of your obligation to pay our reasonable fees, expenses, and other charges incurred before the termination. We also have the right, and sometimes the obligation, to terminate the engagement subject to the ethical standards in the Rules of Professional Conduct. We also reserve the right to suspend or terminate our representation, subject to such ethical standards, if you breach your obligations with respect to the engagement or do not pay the firm's invoices as specified.

Ownership of Files and Records

Except as to records which belong to the firm, records or files which we receive from you and documents that are produced or created in connection with your representation, shall be your property, subject to any lien granted by law, rules of professional conduct and our right to make and retain copies. Upon the closing of our files after termination of the engagement, we will return records belonging to you unless you request otherwise, or unless special circumstances require us to retain such records. If you request that we retain your files we may ask that you bear the costs of storage. We shall require from you written authorization to transfer any property belonging to you to a third party. Under our record retention policy we normally destroy files ten years after a

matter is closed. It is understood and agreed that we shall have the right, at our discretion, to dispose of files which have not been returned to you at such time that we determine that such files need no longer be retained.



Baker&Hostetler LLP

Key Tower
127 Public Square, Suite 2000
Cleveland, OH 44114-1214

T 216.621.0200
F 216.696.0740
www.bakerlaw.com

April 27, 2021

VIA EMAIL

Bei Qin (brian.qin@lordstownmotors.com)
Stephen Punak (stephen.punak.ext@lordstownmotors.com)
Christopher Kim (Christopher.kim@lordstownmotors.com)
Dan Zhihong Huang (dan.huang@lordstownmotors.com)
Punak Engineering, Inc. (c/o stephen.punak.ext@lordstownmotors.com)

Re: Engagement of Counsel: Case No.: **8:20-CV-02104-JVS-DFM**

Dear Mr. Qin, Mr. Punak, Mr. Kim and Mr. Huang:

Thank you for selecting Baker & Hostetler LLP to represent you, individually, in the above-captioned lawsuit. As you know, we currently represent Lordstown Motors Corp. (the “Company”) and other named defendants in such lawsuit (such other named defendants, together with you and the Company are referred to herein as “Clients” unless otherwise stated). We look forward to serving the Clients’ needs and to establishing a mutually satisfactory relationship.

The purpose of this letter is to confirm our engagement as counsel and to provide the Clients certain information about our fees, billing and collection policies, and other terms that will govern our relationship. We believe it is helpful to explain to our clients the nature and terms of our representation at the beginning of our relationship. Accordingly, we have attached to this letter our firm’s Standard Terms of Engagement.

Scope of the Engagement. You have asked and authorized us to defend you from **the litigation filed against you by Karma Automotive in the United States District Court for the Central District of California** (the “Lawsuit”). We represent the Company in a variety of matters. We also represent Stephen Burns in connection with personal matters. The Clients, other than the Company and Mr. Burns, have not asked us to perform any other services or functions or assume any other responsibilities.

Bei Qin
Stephen Punak
Christopher Kim
Dan Zhihong Huang
Punak Engineering, Inc.
April 27, 2021
Page 2

Conflict of Interest Review. For the purpose of checking whether there exists any conflict of interest with respect to this engagement, we have searched our conflict of interest database under the following:

Bei Qin (client)
Stephen Punak (client)
Christopher Kim (client)
Dan Zhihong Huang (client)
Punak Engineering, Inc. (client)
Karma Automotive LLC (adverse)

We will assume that the above listing is accurate and complete unless the Clients otherwise advise us. We also request that the Clients notify us promptly if any additional searches are required due to any change in their circumstances.

Professional Services and Fees. Our professional fees for legal services will be determined primarily by the amount of time our attorneys and other personnel spend performing services on behalf of the Clients and their applicable hourly rates. Our attorneys' hourly rates vary depending upon the experience and expertise of the attorney providing the service and the type of work being handled. Where possible, we will use associates, who bill at lower hourly rates, to work on the case under our partners' supervision. In addition to fees for our professional services, there may be charges for other costs and expenses which we incur in performing services on the Clients' behalf.

It is our understanding that the Company has agreed to pay the attorneys' fees and expenses incurred by Baker & Hostetler LLP's representation of you in connection with the Lawsuit. By signing below, you are evidencing your consent to the arrangement whereby the Company pays all of the firm's fees and expenses incurred in connection with the Lawsuit. Even though the Company has agreed to pay the firm's fees and expenses in our representation of you, our clients in the Lawsuit will be you and the other Clients equally. Therefore, in representing you and the other Clients, we will be exercising our professional judgment with regard to the interests or motives of your and other Clients equally and will not allow the Company to direct or regulate our professional judgment in rendering legal services to you.

Joint Representation. Since Baker & Hostetler LLP will be jointly representing all of the Clients, each of you must understand that the representation of more than one party in connection with the Lawsuit by a single law firm has the potential to give rise to a conflict of interest. Based upon the facts, as you have explained them to us, each of you are not presently adverse to each other or to the other Clients with respect to the Lawsuit, your interests are similar, and the risk of adverse effects from the multiple representation is relatively minimal.

Bei Qin
Stephen Punak
Christopher Kim
Dan Zhihong Huang
Punak Engineering, Inc.
April 27, 2021
Page 3

However, our strategies and tactics with respect to the Lawsuit, and different actions we take in connection therewith, may very well have differing impacts and consequences upon each of you depending upon your particular circumstances in some cases proving to be beneficial to one or more of you while at the same time being detrimental to the others.

Our firm endeavors to act in the best interests of all of our clients, and hence has to consider the effect on all of them before acting. However, you are entitled to retain independent counsel with respect to the Lawsuit, and your independent counsel will be free to adopt and advocate positions and otherwise act in a manner that would be in your individual best interests, without regard to the impact, detrimental or otherwise, on the others. Of course, under those circumstances, you will be responsible for all attorneys' fees and expenses of your independent counsel.

Additionally, there is always the possibility that, at some time in the future, the position of one or more of you with respect to the Lawsuit could become adverse to one or more of you. Should you or Baker & Hostetler LLP conclude that your interests are adverse to any other Client's interests, we will promptly notify you, and you agree to do the same. Should such a conflict develop, you agree that Baker & Hostetler LLP, in its sole discretion, may continue to represent other Clients and you will not contest Baker & Hostetler's ability to do so. Further, should the adverse Clients actually litigate a claim against each other in a lawsuit, it is possible that the judge may find that the attorney-client privilege would not apply to communications between Baker & Hostetler LLP and any of the adverse Clients with respect to the Lawsuit, and hence rule that such communications could be admitted into evidence in such a lawsuit.

It is our understanding that, after considering these factors, each of you have elected to obtain the efficiencies and economies inherent in representation by a single law firm in connection with the Lawsuit. We have reviewed the facts and circumstances, as you have related them to us, and have concluded that Baker & Hostetler LLP's representation of each of you with respect to the Lawsuit will not adversely affect its representation of the others. We, therefore, request each of you to execute this letter. By doing so, each of you agree to waive any conflicts of interest, and agree to Baker & Hostetler LLP's representation of each of you with respect to the Lawsuit in accordance with the terms and conditions of this letter.

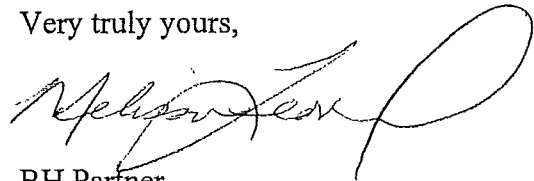
However, we need for each of you to waive any conflicts of interest, and to agree to Baker & Hostetler LLP's representation of each of you with respect to the Lawsuit. Each of you have the right to have separate counsel review this letter and represent each of you in connection with the waivers described herein.

Bei Qin
Stephen Punak
Christopher Kim
Dan Zhihong Huang
Punak Engineering, Inc.
April 27, 2021
Page 4

Acceptance of Engagement. If the terms described above and in the attached Standard Terms of Engagement are acceptable to each Client, please sign the enclosed copy and return it at your earliest opportunity.

We look forward to working with you.

Very truly yours,



BH Partner

For BAKER & HOSTETLER, LLP

Attachments: Standard Terms of Engagement

ACCEPTED AND AGREED TO:


DocuSigned by:

157EE47E401F46D...

Bei Qin
DocuSigned by:

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Christopher Kim

Punak Engineering, Inc.
DocuSigned by:

C693EB29B68848E...

Name: Stephen Punak

Title: _____

DocuSigned by:

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Stephen Punak
DocuSigned by:

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Dan Zhihong Huang

STANDARD TERMS OF ENGAGEMENT

Introduction

The purpose of this document is to explain our relationship with you, our billing practices, our obligations to you, and your obligations to us in the belief that our relationship will benefit from a mutual understanding of these matters at the beginning of our relationship. We urge you to call us anytime you have a question relating to any of these matters. We strive to have satisfied clients and your satisfaction is very important to us.

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Our Relationship

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Confidentiality and Other Matters

As your attorneys, we owe you duties of confidentiality, loyalty, and competent and zealous representation. We are required to preserve your confidences and secrets. This obligation and the attorney-client communication privilege exist in order to facilitate and encourage candid communication between a client and his or her attorney. We can adequately represent you and give you sound legal advice only if you make us aware of all information and documents that might be relevant to the matter we are undertaking for you. Accordingly, we urge you to communicate with us fully and without reservation so that we can properly perform legal services for you and give you legal advice with respect to the matter on which you have engaged us.

You should understand, however, that in those matters where we are representing a corporation or other legal entity, our attorney-client relationship is with that specific corporation or legal entity and not with its individual officers, directors, executives, employees, shareholders, partners, or other persons in similar positions, or with its parent, subsidiary, or affiliated corporations or persons. In such cases, our professional duties are owed only to the corporation or legal entity that we have agreed to represent, and you will not assert a conflict of interest because we represent other persons, corporations, or entities that are adverse to any of such related persons, corporations, or other legal entities. In some situations where there is no conflict of interest, we

may represent individual officers, directors, executives, or employees, or parent, subsidiary, or affiliated corporations of a corporation or other legal entity as well as the corporation or other legal entity but such multiple representations will be clearly stated in the accompanying letter.

Professional Fees

In determining the professional fee for our legal services we are generally guided primarily by the amount of time devoted to your matter and the hourly rates of the attorneys performing the services, although we offer other fee arrangements in appropriate situations. If another fee arrangement has been mutually agreed to for your work, it will be set forth in the accompanying letter.

We may also consider other factors, as appropriate, including: the novelty and difficulty of the legal issues involved; the legal skill required to do the work; the fee customarily charged by comparable law firms for similar legal services; the importance of the work to you or the amount of money involved or at risk and the results obtained; any time constraints imposed by you or the circumstances; and the nature and length of our professional relationship with you.

The hourly rate assigned to each attorney reflects his or her ability, experience, reputation, market rates in each location for his or her area of practice, the firm's costs, and other factors deemed appropriate by the firm. Our hourly rates are subject to review and adjustment from time to time, at least annually, based on the foregoing factors. Any changes in hourly rates are usually applied prospectively, although they may also be applied to time that has been recorded but not yet billed. We will provide you with notice of any changes to our rates or expense charges, either through correspondence or invoices indicating the rates then in effect. Our attorneys and other personnel will record time spent on your behalf in quarter-hour increments unless otherwise agreed between you and us.

We will seek to perform your work cost efficiently. This does not mean, however, that we will necessarily assign an attorney with the lowest hourly rate. When selecting attorneys to perform legal services required by your engagement, we generally consider the skill, ability, and experience levels required for the work, prior commitments of our attorneys, and the time demands of your matter and other matters, as well as the hourly rates of our attorneys, unless you request otherwise. Under some circumstances, attorneys with higher hourly rates may be assigned in order to provide specialized legal skills, to complete the matter more quickly, to meet time constraints imposed by you or the circumstances, to seek to perform the work at a lower overall professional fee, or because of attorney workloads.

At times we may use temporary personnel with appropriate credentials to complete certain work under our supervision. We will charge you for the time of these individuals at rates established by us based on their experience and expertise the same as we do for our direct employees.

We generally charge for travel time during normal business hours at our applicable hourly rates. Outside normal business hours we charge one-half our applicable hourly rates unless the attorney or other person is able to work while traveling. If the attorney or other person works on your behalf while traveling, you will be charged our applicable hourly rates regardless of the time

of travel. If the attorney or other person works on other clients' matters while traveling, you will not be charged for time during which the attorney or other person worked for other clients.

Taxes

The fees for services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to our services. When we have the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be included on our statements with other expenses and charges unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. Any payments by you to us will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes that are otherwise imposed on payments to us will be your sole responsibility. You may be asked to provide us with official receipts issued by the appropriate taxing authority or such other evidence to establish that such taxes have been paid.

Expenses and Other Charges

In addition to fees for our professional services, our statements will include out-of-pocket expenses we incur (e.g., filing fees, court reporter fees, expert witness fees, overnight courier fees, travel, and postage) and internal charges we make for other services we provide (e.g., copying, computerized legal research, long distance telephone, and faxes) in connection with performing legal services on your behalf. Out-of-pocket expenses incurred will be billed at our cost, which in some cases may be estimated. Internal charges (which may exceed direct costs and allocated overhead expense) will be billed at amounts that reflect the value of the service or industry practice. Further detail regarding any expenses or other charges will be furnished upon request. We may request an advance expense deposit from you in matters where we expect that we will be required to incur substantial out-of-pocket costs on your behalf.

Travel Expenses. For automobile travel, we customarily reimburse our attorneys and other personnel and charge you the Internal Revenue Service approved mileage rate, plus parking and tolls outside the cities in which our offices are located.

Actual cost is always charged for airfare, auto rental, cab fare, meals, and lodging. Our attorneys and other personnel are required to travel coach class, lowest logical airfare, unless you request or approve other arrangements in advance, the air travel time exceeds four hours, or circumstances warrant otherwise. In the latter two cases, travel will be by business class if available or first class if it is not.

Delivery and Communications Expenses. Postage on mail in excess of two ounces per item is billed at cost.

Air express, outside local messenger services and courier services are billed at cost. Use of our own messengers for local deliveries is charged at rates generally competitive with local messenger services.

Long-distance telephone calls are charged at costs estimated using rate tables provided by our primary vendors. Local mobile phone calls to or from clients are billed at cost, exclusive of phone rental and lease costs, which are absorbed by the caller.

Computerized Research and Database Charges. We utilize Lexis-Nexis and Westlaw to provide primary automated research services that assist in reducing your professional fees. In addition, we have access to other internal and external databases, which help to save money and assist in improving the quality of legal research. Our charges for use of these automated research tools are at vendor invoice, which is net of all discounts provided by the vendors.

Photocopying and Fax Charges. Copying is charged at \$.10 per page for black & white and \$.50 for color. Outgoing faxes are charged at \$1.00 per page within the United States and \$2.50 per page internationally. There is no charge for incoming faxes or for long distance phone charges associated with fax transmission.

Invoices and Payments

Unless otherwise mutually agreed, we generally render monthly invoices for legal services, expenses and other charges. Our invoices are due and payable upon receipt. Payment is considered overdue if not received within 30 days from the invoice date. If our invoices are not timely paid, we may withdraw from your representation and terminate our services. We may also assess interest at the statutory rate on any overdue invoices, whether or not we terminate services. Payments made on overdue invoices are applied first to the oldest outstanding invoice.

If you have any question about any invoice or any fee, expense, or other charge, we urge you to discuss it with us. We want you to be satisfied with the quality of our services and the reasonableness of our fees.

Termination

Unless we have mutually agreed to continue our attorney-client relationship with respect to other matters, our attorney-client relationship with you will end upon the completion of services for the matter to which the accompanying letter applies or upon the earlier termination of our engagement by you or by us. In this regard, you have the right to terminate our attorney-client relationship at any time you wish with or without cause. An early termination of our relationship without cause will not, and an early termination of our relationship with cause may not, relieve you of your obligation to pay our reasonable fees, expenses, and other charges incurred before the termination. We also have the right, and sometimes the obligation, to terminate the engagement subject to the ethical standards in the Rules of Professional Conduct. We also reserve the right to suspend or terminate our representation, subject to such ethical standards, if you breach your obligations with respect to the engagement or do not pay the firm's invoices as specified.

Ownership of Files and Records

Except as to records which belong to the firm, records or files which we receive from you and documents that are produced or created in connection with your representation, shall be your property, subject to any lien granted by law, rules of professional conduct and our right to make and retain copies. Upon the closing of our files after termination of the engagement, we will return records belonging to you unless you request otherwise, or unless special circumstances require us to retain such records. If you request that we retain your files we may ask that you bear the costs of storage. We shall require from you written authorization to transfer any property belonging to you to a third party. Under our record retention policy we normally destroy files ten years after a

matter is closed. It is understood and agreed that we shall have the right, at our discretion, to dispose of files which have not been returned to you at such time that we determine that such files need no longer be retained.